

6/25/09

Chad J. ...
7/6/09

AGREEMENT

BETWEEN

TOWN OF HOPKINTON

AND

INTERNATIONAL BROTHERHOOD

OF

POLICE OFFICERS

HOPKINTON LOCAL 498

Effective July 1, 2009 to June 30, 2012

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AGREEMENT

This Agreement is made and entered into for the period commencing July 1, 2009 and ending June 30, 2012 by and between the Town of Hopkinton, Rhode Island, hereinafter referred to as "the Town" and Hopkinton Local 498, International Brotherhood of Police Officers, hereinafter referred to as "the IBPO."

ARTICLE I

NON-DISCRIMINATION

Section 1. Neither the Town nor the IBPO shall discriminate against any employee for any reason or upon any basis prohibited by law. Without limitation of the foregoing, the Town and IBPO shall observe policies of nondiscrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age or sexual orientation or preference. Any and all claims of discrimination may be pursued under the provisions of the applicable statutes or any of the provisions of this Agreement.

Section 2. Neither the Town or the IBPO shall discriminate against employee as a result of membership, non-membership or lawful activity in or on behalf of the IBPO.

Section 3. All references in this Agreement to an employee of the bargaining unit as well as use of the pronoun "he" are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

ARTICLE II

RECOGNITION

A. The Town hereby recognizes and acknowledges that the IBPO is the exclusive bargaining agent for all sworn full-time employees of the Hopkinton Police Department ("HPD" or "Department"), from patrol officer up to and including lieutenants and/or

captain, if appointed. The words "member", "member of the bargaining unit", "employee", "officer", "patrol officer", "personnel"- and/or "police officer" (or the plurals thereof) when used in this Agreement shall mean all of the sworn, full-time officers of the HPD.

B. Notwithstanding anything to the contrary set forth in this Article, positions created and individual officers hired under the COPS grant program who may elect to become members of the IBPO shall be subject at all times during the term of this' Agreement to the conditions and provisions of their employment, specifically that the duration of their employment or membership in the HPD may be terminated at a financial town meeting, the funds to finance the positions are specifically set out and not approved at the said financial town meeting.

ARTICLE III

UNION SECURITY

Section 1. All employees in the bargaining unit working on the effective date of this Agreement who have been employed in such unit for at least thirty (30) days as of that date shall be required, as a condition of employment, either to (1) become members of the IBPO or (2) pay to the IBPO a lawful service charge no more than an amount equal to membership dues. All new employees and all those who complete thirty (30) days of employment in the bargaining unit subsequent to the effective date of this Agreement will be subject to the foregoing conditions after they have completed employment in the bargaining unit.

Section 2. An employee who shall (1) tender the periodic dues uniformly required as a condition of acquiring or obtaining IBPO membership or (2) service charge referred to above, shall be deemed to have satisfied the condition of employment as established in Section 1 of this Article.

Section 3. The Town shall deduct from the pay of each employee covered by this Agreement all required IBPO dues and/or service charges, provided that at the time of such deduction lawful written authorization for such deductions, executed by the employees in a form agreed upon by the parties, was in the possession of the Town Clerk and provided further that a majority of the employees in the unit have given such authorization. The IBPO, by its treasurer, shall certify in writing the amount of membership dues and the service charge referred to above to the town and all such dues and/or service charges deducted hereunder shall be remitted by the Town to the treasurer of the IBPO on a monthly basis.

Section 4. The IBPO agrees that it shall give at least thirty (30) day's notice to the Town if the IBPO desires to change the amount of dues and/or service charge fees to be deducted from the bargaining unit employees' paychecks.

Section 5. The Town and the IBPO agree that the Union Security Provision pertains to dues only and it is not intended to enlarge any rights that the probationary employees presently enjoy.

Section 6. The IBPO and its international union agree to, and hereby does, indemnify the Town against any award, judgment, loss or expense arising out of any claims made against the Town by an employee or governmental agency because of such deduction from his or her wages or because of any other provisions of this Article. Without limiting the generality of the foregoing, the IBPO and its international union shall indemnify and hold harmless the Town and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability, "monetary or otherwise", and for all reasonable legal costs and fees that shall arise out of or by reason of action taken or not taken by the Town in

complying with the provisions of this Article. If an improper deduction is made, the IBPO and its international union shall refund directly to the employee any such amount.

Section 7. The IBPO and its international union agree to fully assume full responsibility to ensure complete compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 S.Ct.1066(1986), with respect to the constitutional rights of fair share fee payors.

ARTICLE IV

MANAGEMENT RIGHTS

The Town shall retain all rights and responsibilities inherent in the Town Council and Chief of Police by law and departmental rules, regulations, policies and procedures which are not inconsistent with the terms of this Agreement. Additionally, except to the extent there is contained in this Agreement, express and specific provisions to the contrary, all authority, power, rights, jurisdiction and responsibilities for the efficient and effective management and direction of the officers and other employees of the department are vested, retained and reserved exclusively to the Town. The terms of this section shall not be construed as a waiver of the bargaining rights of the IBPO as they may pertain to unilateral changes which may take place during the term of this Agreement.

Section 2

The Town of Hopkinton, through the Police Chief, shall promulgate and alter from time to time rules and regulations, policies and procedures governing the Police Department. Such rules and regulations, policies and procedures, upon adoption, shall be given in writing to every member of the Police Department. Such rules and regulations shall be adhered to by all members of the Department.

Section 3

All members of IBPO Local 498, through its President, shall be permitted to make suggestions regarding the Department's rules and regulations. Such suggestions shall be submitted in writing to the Chief of Police and to the President of Hopkinton Local 498, IBPO. Such suggestions will be given due consideration and if deemed advisable, adopted by the Town.

ARTICLE V

STRIKE PROHIBITION

The Town shall not engage in any lock-out directly or indirectly. Police officers shall have no right to engage in any work stoppage, slowdown or strike in accordance with R.I.G.L. 28-9.2-2 and 28-9.2-12 as amended.

ARTICLE VI

PROBATIONARY PATROL OFFICERS

All initial appointments as police officer to the HPD shall be made for a probationary period. Conditions of said probation shall be determined by the rules and regulations of the Department.

A. The probationary period for patrol officers shall be for fifteen (15) months and shall consist of active duty on the department and attendance at the Municipal Police Training Academy. Upon successful completion of probation and graduation from the Municipal Police Training Academy, a probationary patrol officer shall be granted a permanent status and his or her first salary increase. Full time probationary police officers shall not have the rights to grieve or arbitrate the imposition of any form or measure of discipline or the dismissal from employment during the term of their probationary period.

B. An officer who fails to graduate from the Municipal Police Training Academy shall be terminated from employment with the Hopkinton Police Department and shall have no rights to grieve or arbitrate that termination.

ARTICLE VII

WORK TIME AND LEAVE TIME

Section 1. Hours. The regular work schedule for employees covered by this Agreement shall consist of four (4) days on and two (2) days off, to be worked in eight (8) hour continuous tours of duty, an average of 37.5 hours per week. For purpose of computing hourly pay, it is agreed that annual pay shall be divided by 1946.46 hours per year.

During the term of this agreement, the Police Department shall maintain three (3) permanent shifts covering each 24-hour period as follows:

First Shift: 0800 through 1600

Second Shift: 1600 through 2400

Third Shift: 2400 through 0800

The Town agrees to staff each shift with two (2) uniform police officers that are available for calls.

Shifts will be designated into four (4) categories: Patrol Officer, Sergeant and Lieutenant and Captain, if appointed. Shift preference will be determined in each category by time in grade.

First opportunity to work administrative schedule will be offered to officers who handle initial report and then to such other officers as deemed necessary.

In addition to the above schedule, the Hopkinton Police Department and the IBPO agree that the regular work schedule and hours for the Court Officer, Juvenile Officer,

Detective, and Community Officer shall consist of five (5) days on followed by two (2) days off, to be worked in eight (8) hour continuous tours. The hours of work for the above positions shall be 8:00 AM to 4:00 PM.

Those officers who work a five (5) days on, two (2) days off schedule shall be granted an additional fifteen (15) days off with pay per year to compensate them for the additional days worked over those officers who work a four (4) days on, two (2) days off schedule.

The Hopkinton Police Department and the IBPO recognize the fact that at times it will be necessary to accommodate the needs of the Department and community. Therefore, the Chief of Police will be allowed to flex the hours of work of the Detective, Juvenile Officer, Court Officer, Community Officer and the Commercial Enforcement Officer, for the purpose of conducting investigations and attending meetings within the community , and other police business that cannot be conducted on Monday through Friday between the hours of 8:00 am and 4:00 pm In addition to the flex time, the Chief of Police may also assign a split shift schedule to one Patrol Officer for the purpose of better managing staff time and the Department's budget. A split shift will be assigned based on patrol seniority. In the event a dispute arises as to the need to flex said hours, it shall be resolved through the grievance procedure.

Members may bid for shift preference pursuant to the seniority provision of this agreement bi-annually on January 1st and July 1st each year. An employee seeking a shift change must provide the Chief of Police with at least thirty (30) days notice and the Chief will reciprocate by giving any effected officer two (2) weeks notice of a change of his or her schedule.

Mutual Swaps will be allowed providing a written request signed by both officers involved, is submitted to the Chief of Police or his or her designee prior to the dates requested. The Chief of his or her designee shall determine whether or not to permit the swap.

Section 2. Call-back pay. Any employee who is called back to duty on his or her day off shall be compensated for a minimum of four (4) hours. Under this section, call-back pay shall be computed at time and one-half of the regular hourly rate.

The four (4) hour minimum shall apply one time per day when applied to the case report and court time. Additional call-back on that case report will be computed at time and one-half for hours worked during that calendar day. Call-back shall include Breathalyzer recertification, qualifying with firearms, attendance at Town meetings and training sessions. The Town shall provide transportation to and from the police station for training sessions.

Section 3. Overtime. All hours worked in excess of the normal scheduled hours, as set forth in the section referred to as "Hours," shall be compensated monetarily at time and one-half the police officer's regular rate of pay. There shall be no pyramiding of premium pay. I.e., for any hour worked only one premium shall apply, which shall be the highest that is applicable. (The parties understand, however, that an employee's holiday pay or vacation pay is not considered a "premium" under this Agreement).

Section 4. Court time. Any employee covered by this Agreement who shall be required outside their scheduled shift and/or work schedule to appear at court or required to attend a hearing due to their employment duties, excluding departmental hearings, shall be paid at the rate of one and one-half times their regular rate of pay with a four-hour minimum.

Employees compensated under this section shall receive compensation from the time they leave their home or the Local until the time they return thereto. The Town shall provide transportation to and from court from the police station.

Section 6. Department Meetings. There shall be one Department meeting per year to be called by the Chief. Members will be paid at their regular rate of pay if not on duty. The Chief will hold Administrative meetings for supervisors once a month at member's regular rate of pay.

Section 7. Personal Days. Members of the bargaining unit shall receive three (3) personal days off per year with pay. Said personal days shall be allowed upon written notice to the Chief of Police or Officer in Charge.

Section 8. Holidays. For the following holidays, each employee shall receive one (1) additional day's pay. Those employees working on the following holidays shall be compensated at time and one-half in addition to the additional day's pay. For the purpose of this section, a day's pay shall constitute the regular number of hours an employee is working at the time of the holiday at the regular rate of pay. These 14 holidays are as follows:

One-half day before New Year's Day

New Year's Day

Martin Luther King Day

Presidents' Day

Good Friday

Memorial Day

Independence Day

Victory Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

One-half day Christmas Eve

Christmas Day

Section 9. Vacations. The number of vacation days with pay to which members of the bargaining unit shall be entitled to during the calendar year shall be calculated as follows:

Upon completion of	Vacation Days Earned
Start to One (1) year of service	Three (3) working days
One (1) to five (5) years of service	Ten (10) working days
Five (5) to ten (10) years of service	Nineteen (19) working days
After ten (10) years of service	Twenty-two (22) working days

If more than one (1) employee desires the same vacation period, and if such period is not convenient to the Town to have more than one (1) employee on vacation, then the employee who is senior in service shall have first choice of the vacation period.

No employee will have forced vacation without one (1) month notification by the Chief of Police.

Employees will not be allowed to carryover more than six (6) days from fiscal year to fiscal year.

Section 10. Authorized Leave.

A. Sick Leave: Sick/Family Sick leave shall be granted at the rate of twenty (20) working days per year with no limit on accumulation. Whenever an illness/injury occurs to any employee requiring absence from work, the officer shall notify the supervisor or, in his/her absence, the senior officer on duty as to the circumstances surrounding the absence as soon as practical. If an officer is out sick, upon his/her return he/she shall complete an absence from duty form indicating a general description of the illness and it must be submitted to the Lieutenant, or, in his absence, to the Chief. The Lieutenant will maintain the form and its confidentiality.

Sick leave shall be defined as the absence from duty of any officer of the Department due to personal illness or bodily injury which is not causally related to police duty. Sick leave will be authorized only for a medically necessary absence because of an officer's inability to perform the functions of his regularly assigned duties and responsibilities. The IBPO and the officers of the Department acknowledge and agree that regular and predictable attendance is an essential function of employment.

As applicable, the Town agrees to comply with the governing state or federal parental and family leave legislation including the Family and Medical Leave Act of 1993, Pub. L. No. 103-03, § 405(b)(2). 107 Stat. 6 (1993) and the Rhode Island Parental and Family Medical Leave Act, R.I.G.L. 28-48-1 et. seq.

Whenever a member of the bargaining unit shall retire for whatever reason, said member shall be compensated for any/all unused accumulated sick leave over one-hundred (100) days and up to two hundred sixty (260) days. Said compensation shall be at fifty percent (50%) of the member's regular rate of pay at the time of his or her retirement.

If an employee exceeds twelve (12) sick days leave for a total of thirteen (13) or more days during a twelve (12) month period without medical authorization for such illness or injury for any of these days from a duly licensed physician, he or she may be required by the Town to submit to a physical and/or psychological examination with cause, such examination to be at the expense of the Town. Further, an employee exceeding twelve (12) consecutive sick days without medical authentication shall be suspended from the special detail list for a period of ninety (90) days.

B. Bereavement Leave. A maximum of five (5) days leave with pay will be granted to an employee for death in the immediate family. For purposes of this section, "immediate family" shall be: wife, husband, mother, father, son, daughter, brother, sister, step-child, step-parent, or significant other residing in the household. A maximum of three (3) days leave with pay will be granted for mother-in-law, father-in-law, grandmother, grandfather, grandchild, half-brother and half-sister. One day will be granted for attending the funeral of any other relative. Employees will be allowed to use vacation or personal time to participate in a funeral.

C. Injury and Illness. Whenever an employee shall be wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of his or

her duties, the Town shall pay the fixed salary, medical, surgical, dental, optical and hospital expenses and for treatment, attendants, nurses, medicine crutches or apparatuses for such periods as is necessary and required pursuant to Section 45-19-1, R.I.G.L. 1956, as amended, or as otherwise required by law.

An employee who shall become wholly or partially incapacitated by reason of injuries received or sickness contracted in the performance of his or her duties shall during such incapacity receive leave with full salary or wages and medical expenses from the Town, less any amounts received by the employee under any insurance coverage, including Workers' Compensation and such leave shall not be deducted from any accrued sick leave.

Any personnel who absent themselves from the job due to sickness, contracted or injuries sustained in the performance of his or her duties, including heart attack or heart condition and hypertension, continuously for a period of at least twelve (12) months shall then report to active duty within a period of (30) days or submit medical verification that he or she is physically unfit for duty, and therefore unable to return to his or her regular duties. The Chief of Police may require a partially disabled officer to report and perform light duty available within the Department, provided that such light duty is consistent with the officer's physical capabilities and limitations as determined by the officer's and Town's physicians and provided further that light duty assignment will not impede the officer's recovery. Any disputes arising out of this section shall be resolved under the procedure set forth above. An officer shall not be required to perform light duty until any such dispute has been resolved. Nothing within this section shall be construed to abrogate any of the rights or obligations under Title I of the Americans with Disabilities Act. The employee shall be placed on the retirement list or report back to duty

according to a determination by the Chief of the Department after reviewing the medical evaluation.

Any personnel who have been away from their job for a period of twelve (12) months and who return to their normal duties and suffer a recurrence of the same sickness or injury that disabled them initially within a six (6) month period of their return shall be given one additional thirty (30) day period to return to their regular duties or be placed on the retirement list.

In the event that an employee shall bring a civil action or claim against a third party for such injuries or damages sustained while on duty, such employee shall reimburse the Town for all such payments made by the Town pursuant to Section 45-19-1, less apportioned attorney's fees incurred; provided, however, that the amount of such reimbursement shall not exceed the gross recovery of settlement received by the employee from the third party. It is understood, however, that the payments made by the insurance carrier in accordance with coverage for which the employee has paid premium shall not be considered a third party.

Subject to approval of the Chief of the Department, which approval shall not be unreasonably withheld, the Town agrees to pay all expenses of inoculation or immunization shots for members of an employee's family or significant other residing in his household when such becomes necessary as a result of said employee's exposure to contagious diseases in the line of duty.

In the event of a dispute as to the nature, extent or causation of an injury, illness,

disability or recurrence thereof or as to the medical necessity or reasonableness of medical services and expenses, it shall be resolved in the following manner.

A physician designated by the Town and a physician designated by the officer or the IBPO shall select a neutral physician to examine the officer and all relevant medical records and invoices. All three physicians shall be Medical Doctors who are Board certified or otherwise similarly qualified as a specialist in the area of medicine involving the alleged injury, infirmity, illness or disease. If the Town's physician and the officer's/IBPO's physician disagree, then the determination of the third physician shall be final and binding as to the condition, its nature, severity or extent, upon which the two physicians disagreed, subject to the right of the Union or the Town to have said determination reviewed by a single arbitrator to be appointed by AAA from a panel of arbitrators who are able to hear the case within 30 days, and decide it within 30 days after the close of the hearing.

An officer who is absent from duty for an incapacity resulting from an injury or illness sustained while performing police duty shall be prohibited from engaging in outside employment while said incapacity exists, if said employment would impede recovery.

Whenever a member of the Hopkinton Police Department is injured or becomes ill in the performance of duty, he/she shall, as soon as practical, notify his/her immediate supervisor of said injury/illness, and said supervisor shall notify the Chief of Police in writing of any/all facts relating to this incident.

D. Union Business. If meetings between the Town and the IBPO are scheduled for arbitration, negotiations or to discuss a grievance, not more than two (2) representatives of the IBPO shall be released from all regular duties without loss of pay for such time as may be required to permit their attendance at such meetings.

Section 12. Jury Duty and Civil Duty. Regular full-time employees shall be granted leave of absence for required jury duty and other civil duty regarding Town business requiring appearances before a Court or other body. Such employees shall receive their regular pay minus the fees received for said appearances.

Section 13. Leave of Absence.

(a) The Chief of Police may grant a leave of absence to an officer without pay in his/her discretion upon the officer's request.

(b) Applications for leave and extensions of leaves of absence must be made in writing to the Employer. Application shall be made as far in advance as possible.

Section 14. Exemplary Service. For exemplary service, the Chief of Police with the approval of the Town Manager may award a day off to a member of the Department.

ARTICLE VIII

HEALTH, DENTAL AND LIFE INSURANCES/OTHER BENEFITS

Section 1. Health Insurance.

The Town and police officers will pay for the cost of health and dental insurance for police officers, as follows:

Effective:	7/1/09	7/1/10	7/1/11
Police Officers Contribution	12%	13%	14%

Married officers and single officers with children shall receive family coverage or single plus one, as family circumstances allow with a \$5.00/\$10.00 prescription rider. Single officers with no children shall receive individual coverage. The Town will pay the entire cost of the workers' compensation portion of the health insurance premium. Each officer shall sign a written payroll deduction authorizing the Town to deduct from his/her salary a sum sufficient to satisfy the officer's co-payment obligations hereunder.

A one-hundred (\$100.00) dollar fee for using emergency room with the exception of casting, over-night placement in hospital and children (3) three years of age or younger when Urgent Care Facilities are not available.

If an officer elects not to receive the health and/or dental coverage as described herein, the Town shall pay him/her fifty percent of the Town's annual savings from the employee's election, up to a maximum of \$2,500. The \$2,500 payment shall be made to the electing employee in two (2) installment payments, one in June and one in December of each year. An employee shall make his/her election in writing, addressed to the Town Treasurer and delivered to the Town Treasurer's office. If an employee terminates his/her employment with the Town, he/she agrees to reimburse the Town the pro rata share of compensation in lieu of coverages and the Town may set off that obligation against any funds otherwise due to the officer. Employees whose spouses work for the Town shall not be entitled to dual coverage or to compensation for not having dual coverage. Rather, the married employees shall be entitled to be covered under one family or individual plus one plan on the same terms as other married employees whose spouses do not work for the Town.

In substitution of the health and dental insurance coverage as set forth herein, the Town shall have the option of providing substantially equivalent coverages; provided, however, that the Town shall notify the IBPO of its intentions to invoke this provision and fulfill his obligation to meet and confer with the IBPO. Any such substitution requires IBPO approval, which

shall not be unreasonably withheld.

The Town also agrees to provide dental insurance equivalent to Delta Dental Level I, Level II, Level III, and Level IV,. Full-time student dependent coverage to age 24 will be provided. Officers will receive individual or family coverage as appropriate to their circumstances.

The Town of Hopkinton agrees to allow retired members of the bargaining unit to purchase medical insurance and dental insurance through the Town at the rate the Town pays for said coverage. Medical insurance and dental insurance shall mean the same coverage the employee had at the time of retirement.

Section 2. Life Insurance. The Town shall provide group life insurance coverage to a total of \$50,000.00 per person.

Section 3

The Town will provide each employee with the vision insurance equivalent to Blue Cross \$150.00 annual vision hardware rider.

Section 4. Funeral and Burial Expense. The Town agrees to defray all funeral and burial expenses for members up to a maximum of \$8,500.00 if killed in the line of duty.

Section 5. Death Benefits. The Town agrees to pay the spouse or other named beneficiary of any member of Local 498 IBPO who is killed in the line of duty the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars.

Section 6. Payments Upon Death. In the event an officer dies while employed, the Town shall pay any and all unpaid salary, overtime, accumulated sick leave, vacation leave, compensatory time and other entitlements under this Agreement to his duly authorized personal representative of his estate, or such other payee as allowable under Rhode Island law.

ARTICLE IX

PROMOTIONS

Section 1. Promotions. All promotions above the rank of senior patrolman, with the approval of the Hopkinton Town Council, except the Court Officer, Detective and Juvenile Officer positions, up to and including the rank of Captain, shall be made by the Chief of Police with the approval of the Hopkinton Town Council. Selection will be made from the two (2) top candidates provided said candidates are within ten (10) points of each other after completion of the process detailed below.

To be eligible for promotion to Sergeant, completed five (5) years' service in the Department; to be eligible for promotion to Captain, a member must have completed ten (10) the Hopkinton Police Department.

All promotions will be made following the rating of candidates using the following point values:

Written Test: 40 points
Oral Test: 40 points
Service Record: 10 points
Seniority: 10 points

Procedure

At least 30 days prior to any promotional examination, the Police Chief shall cause notice of such examination to be posed on the Police Department Bulletin Board. Such notice shall contain, among other information, the source of all materials from which the written examination will be taken.

The Town of Hopkinton is required to provide to each eligible candidate all necessary study material as listed in the posting above at least 30 days prior to the actual date of said promotional examination.

Written Exam

A written standardized examination will be given to permit an adequate evaluation of the degree of achievement and preparation for the rank involved.

Oral Exam

An oral examination will be conducted by a five (5) member panel; four (4) members of which will be chosen by the Police Chief; One (1) member shall be chosen by the Union who shall be a person who is serving or has served at a rank equal to or higher than being tested for.

Service Record

The board conducting the oral exam shall, in addition to doing so, consider each applicant's past service record and award up to ten (10) points to applicants in consideration thereof after it has permitted each applicant to address his/her service record.

Seniority

One-half (1 /2) point shall be given for each year of service as a Hopkinton Police officer, up to 10 points.

A combined score of fifty (50) points on the written and oral exams must be attained in order to be considered for promotion.

The promotion will be made within thirty (30) days after being selected and funds made available by the Hopkinton Town Council

Any vacancy in a patrol position or supervisory position shall be filled within a six-month period.

Section 2. Community Police Officer, Court Officer, Detective and Juvenile Officer Promotions. The selection process for the Detective position, the Juvenile Officer, Community Police Officer and Court Officer shall consist of an interview panel consisting of three (3) active police officers from police departments in Rhode Island. The IBPO shall pick one (1) panel member, the Chief of Police shall pick one (1) member and the remaining panel member shall be the Chief of Police or his designee.

Officers applying for the above listed positions shall have a minimum of three (3) years as a member of the Hopkinton Police Department. The agreed upon panel shall grade each candidate in the following categories: seniority, education, service record, qualifications and ability. Each category shall be worth twenty (20) points for a total of one hundred (100) points. Seniority shall be calculated as one (1) point for each year the officer has been a member of the Hopkinton Police Department. At the conclusion of the oral interview, the candidates shall be ranked in numerical order as to their standing, which shall be posted on the Department bulletin board. The Chief of Police shall have the right to appoint from the top two (2) candidates on the list.

ARTICLE X

GRIEVANCES

Section 1. Purpose. The purpose of this Article is to provide and establish procedure for the processing and resolution of the grievances arising under this Agreement. The term "grievance" shall mean any difference arising between the Town and the IBPO for any employee with respect to the interpretation or application of this Agreement and/or any allegation of the IBPO that any of the provisions of this Agreement have been violated. All grievances presented in accordance with the procedures set forth in this Article shall include: The facts giving rise to the grievance; the provision (s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and the remedy sought. All grievances shall

be signed and dated by duly authorized IBPO representative.

STEP 1

A grievance shall be submitted by an individual or the IBPO to the Chief of Police in writing within fifteen (15) working days from the date on which the aggrieved employee or the IBPO have knowledge or should have knowledge of the action or event giving rise to the grievance. Moreover, the Chief of Police or his designee shall schedule a meeting for discussion of the grievance which may be attended by the grievant and representatives of the IBPO. Such meeting shall be held within five (5) days after receipt of the grievance by the Chief of Police. Within five (5) days following the conclusion of the meeting, the Chief of Police shall render a decision in writing. Should the Chief of police, or his designee, not respond or render a decision within the time period specified herein, it shall be presumed the grievance has been denied.

STEP 2

If the grievance is not resolved in Step 1, the grievance may, within ten (10) days subsequent to the day on which the Chief of Police or his designee issues or should have issue- a decision, be presented to the Town Council or its designee. The Town Council, or its designee, shall schedule a meeting for discussion of the grievance with the grievant and representatives of the IBPO which shall be conducted within seven (7) days following the receipt of the grievance by the Town Council. The Town Council, or its designee, shall issue a decision in writing not more than seven (7) days following the conclusion of the meeting. If the grievance is not resolved or responded to, to the satisfaction of the grievant or the IBPO, the grievance may be submitted to arbitration under Step 3 no later than thirty(30) calendar days after the decision of the Town Council, or its designee, is due.

STEP 3

If the grievance is not resolved in Step 2, or if the Town Council's, or its designee's, decision is not issued within the period of time set forth in Step 2, the IBPO may within thirty (30) calendar days demand arbitration under the Voluntary Labor Tribunal Rules of the American Arbitration Association which shall administer the arbitration proceeding. The decision and award of the arbitrator shall be final and binding upon both parties. The authority and jurisdiction of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the expressed provision(s) of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement. The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the IBPO and the Town.

Section 2 - Failure to Process.

Any grievance not processed to the next step in the manner and within the time limits prescribed in the foregoing, unless time limits have been extended by mutual agreement in writing, shall be conclusively presumed to have been withdrawn. The failure by the Employer to insist upon conformity with said time limits and the manner prescribed for the extension thereof in any case or cases shall not constitute a waiver or relinquishment of its rights to insist upon conformity in any subsequent case.

Section 3 - Individual Hearings.

Except as otherwise mutually agreed, an arbitrator selected according to the foregoing procedures shall hear and decide one grievance and one grievance only.

ARTICLE XI

FALSE ARREST INSURANCE AND LEGAL ASSISTANCE

Every member of the bargaining unit shall be covered by false arrest insurance.

Any member of the bargaining unit who is sued in any civil proceeding as a result of actions performed by said member of the bargaining unit in the performance of their duties shall be entitled to be represented by an attorney at the Town's expense. Intentional acts of wrongdoing are omitted.

ARTICLE XII

SENIORITY

Section 1 - Seniority: The full-time police officers of the Hopkinton Police Department and members of the bargaining unit shall have seniority rights in grade. Seniority, insofar as practicable, shall prevail with regard to shifts, transfers to any division, department or any other post whatever name the transfer may be labeled. However, in relation to the above, the Chief of Police or his or her designee shall take into account the ability, qualifications, and other legitimate considerations concerning the employee seeking the transfer. In the event of deviation from this seniority provision, the Chief shall submit his or her written reason or reasons for the disqualification which action shall be reviewable through the grievance procedure . and an action which the arbitrator determines to be arbitrary and capricious or based on an error by the Chief as to an officer's ability, qualifications and other legitimate considerations shall be reversed.

Seniority shall prevail with regards to transfers to beats or posts, days off, holidays and vacations.

The seniority of a police officer shall be determined by the length of time said

Police Officer has served in a specific grade. In the case of patrol officers, the time shall be calculated from the date he or she was sworn in as a full-time member of the Hopkinton Police Department. In the event that more than one (1) officer was appointed on the same day, then the senior officer shall be the one who finished highest at the Rhode Island Municipal Police Training Academy.

Section 2 - Seniority List: Within thirty (30) days of the execution of this Agreement, the Chief of Police shall furnish the Union a copy of the proposed seniority list and the Union shall have thirty (30) days in which to make any corrections or changes in said list and signify their approval thereof.

Section 3 - Detail List: In addition, the Chief of Police will develop a "rotating seniority list" herein referred to as the "Detail List". The Detail List shall consist of the name of each member of the bargaining unit in their respective order of seniority and will rotate on a weekly basis. On Monday at 12: 01 AM, the officer's name that appears at the top will be moved to the bottom and this rotation shall continue perpetually. In the event all bargaining unit members refuse any detail, then the detail shall be offered to retired members of the Department.

Section 4 - Detail Officer: Within thirty (30) days of the execution of this Agreement, the Chief of Police shall appoint at least one (1) "Detail Officer". This appointment shall be solely at the Chiefs discretion and does not constitute a promotion or advancement by any definition.

The Detail List shall be used for the purposes of filling all private duty details, town special details and patrol shift vacancies. The Detail List shall also be used for all other overtime opportunities insofar as practicable and limited by paragraph one (1) of this section absent an articulatable reason for deviation. If the Chief of Police deviates from the Detail List to

fill an overtime opportunity, he or she shall, upon request by the Union, articulate those reasons in writing which will be reviewable through the grievance procedure.

The Detail Officer shall cause to be posted weekly, a copy of the Detail List in its proper form and order. Any detail or overtime opportunity within the definition of this section shall be posted on the department bulletin board immediately. Any detail or overtime opportunity to be filled within seventy-two (72) hours shall be logged on the day sheet by dispatch and filled following the procedure outlined below. It shall be the responsibility of the person assigned to dispatch to immediately notify the officer in charge of said detail or overtime opportunity.

When using the Detail List to fill a detail or overtime opportunity, the following procedure shall be adhered to, however, a member shall be entitled to accept or decline without explanation ? any overtime opportunity or detail according to their placement on the list notwithstanding the Chiefs authority to order back employees.

1. A telephone call shall be placed to the officer's residence and, if the officer is unavailable, a message will be left. Then use of ALL alternate numbers and pagers will be utilized until every possible attempt has been made to contact the. respective officer given the numbers provided to the department. If contact is not made, the caller will observe a fifteen (15) minute waiting period.
2. After the elapse of fifteen (15) minutes, a second attempt will be made to contact the officer using the steps outlined above. If contact is still not made, then the next officer will be contacted following the criteria established above.
3. An officer is free to accept a detail until that detail or overtime opportunity has been filled if his or her name appears higher than the one presently being contacted. Once the detail or overtime opportunity has been filled, a member may not "bump" another member regardless of seniority standing or their position on the Detail List.
4. If no officer accepts the detail or overtime opportunity, then the officer in charge shall be immediately notified.

Section 5 - Town Special Details and Private Duty Details: Members of the

bargaining unit shall have preference based on the detail list to fill Town special details and private duty details. The term "Town special detail" shall mean all details that do not fall under routine police duties and for which compensation is made by a department of the Town other than the police department. The term "private duty detail" shall mean those details where the source of the compensation comes from sources other than the Town of Hopkinton such as private individuals, and businesses.

The Chief of Police, or his designee, shall maintain a file on each detail, the Town shall not be liable for any claim or grievance involving missed details .

Any member of the bargaining unit performing Town special detail shall be paid a minimum of four (4) hours pay at the rate of time and one-half (1 1/2) per hour.

Any member of the bargaining unit performing Private duty detail shall be paid a minimum of four (4) hours' pay at the rate of thirty (\$30.00) dollars per hour, provided that work in excess of eight (8) consecutive hours by an officer shall be paid at the rate of forty-five (\$45.00) dollars per hour.

Any member performing a private duty detail on a holiday recognized in this agreement shall be compensated at the rate of forty-five and no one hundredths (\$45.00) dollars per hour.

1. The Chief of Police, or his or her designee, shall maintain a file on each detail.

2. Any employee shall have the right to withdraw his or her name from the detail list at any time, but the employee's name shall not be deleted from the list without his or her consent, unless for cause.

3. All payments shall be at the conclusion of a private duty detail and paid directly to the Town by the person, firm or corporation for whom the Town is performing the extra job or detail, and the money paid is considered by the Town and employees as having been paid by said employer for whom the employee is performing the service and not by the Town. After four (4) hours, a part of an hour exceeding ten (10) minutes is considered a full hour's work and compensation shall be for a full hour's work.

4. Where payment is made by the Town of Hopkinton, the Town shall withhold taxes and make payment to officers on the payday for the pay period in which the services were rendered.

5. For all details within the Town of Hopkinton, the Department shall provide a patrol car for the officer's use. Any compensation for the vehicle will be to the sole benefit of the Town.

The Town of Hopkinton agrees not to reduce the number of staffing positions as required by the table of organization of the Hopkinton Police Department which will include: one (1) Chief, One (1) lieutenant, two (2) Sergeants and nine (9) Patrolman/Patrolwomen. Any mention of additional positions (detective, community, juvenile, court officer, commercial enforcement officer, etc.), within this collective bargaining agreement are solely for the purpose of assigning duties to specific patrol officers and are not intended to imply any additional staffing positions to this staffing list. In the event of a curtailment resulting in layoff, the parties agree that no full time member(s) of the Hopkinton Police Department as of July 1, 1999 will be laid off. A police officer curtailed shall be called back to work, if an opening exists, before a new police officer is hired. A curtailed police officer shall maintain the right to recall for a period of one (1) years from the date of curtailment, and if recalled within the two (2) year period and refuses the job offer, he or she shall not be eligible for any further job opening on the basis of being a curtailed member of the

In the event that no officer accepts the detail or overtime opportunity, the Chief of Police, or designee, may, if necessary to the efficient and proper operation of the department, order the presently working union member with the least seniority to stay on and fill in the hours needed, despite his or her actual placement on the Detail or Seniority Lists. However, no officer shall be required to work in excess of sixteen hours (16) in any twenty-four (24) hour period. If the Chief is unable to fill the hours needed with the least junior officer, he or she may then turn to the next officer with the least seniority and so on until the hours are filled. If the Chief, or his or her designee, cannot fill the hours needed with an on-duty officer, the Chief may refer back to the detail list and order the officer whose name appears at the top of the list to work the hours needed despite his or her actual seniority.

The seniority of a member of the bargaining unit shall not be broken or interrupted by military service to the extent it meets the requirements of R.I.G.L. 36-5-3.

6. - Forfeiture

Seniority and employee status will be forfeited in the event of:

- (1) Failure to report to work on or before the second working day after recall;
- (2) Voluntary quit;
- (3) Discharge;
- (4) Conviction of a felony.

ARTICLE XIII

PENSION PLAN

All employees subject to the terms of this contract shall have the right of participating in the state of Rhode Island Policemen and Firemen Retirement System. The Town adopts the option twenty (20) year ordinary retirement provisions of Section 45-21.2-22, R.I.G.L. effective July 1, 1991. Effective January 1, 1991, the Town has adopted the Plan C, (COLA), in accordance with the provisions of Section 45-21-52, R.I.G.L. for all members of the Hopkinton Police Department covered by this Agreement.

The Town agrees to cooperate with the Union and to request legislation for the members of the Bargaining Unit to become eligible and to receive compounding retirement benefits under Rhode Island law. Effective July 1, 2000, or upon passage, all members who retire shall receive a 3-percent escalation of said pension payment compounded each year on January 1st following the year of retirement and continuing on an annual basis on said date.

ARTICLE XIV

SEPARABILITY, AMENDMENT, COMPLETE AGREEMENT

Section 1 - Conflict With Laws

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court of competent jurisdiction to be in conflict with any state or federal law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other terms or provisions of this Agreement.

Section 2 - Subordination To Law

This contract is subject to all of the terms and conditions of Chapter 6 of the Public Laws of Rhode Island, 1975, "An Act Authorizing the Town of Hopkinton to Establish a Permanent Police Force," as amended. In the event of any conflict between this contract and said

Public Laws, then the terms and conditions of said Public Laws shall prevail.

Section 3 - Alteration in writing.

Any alteration or modification of this Agreement shall be binding only if it is in writing and signed by both parties hereto. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all of the terms and conditions herein.

Section 4 - Entire Agreement.

The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. There are no other agreements between the parties. Notwithstanding the aforementioned, the Town and the Union may negotiate and implement any signed memos of agreement prior to the Agreement expiring. Any such signed memos of agreement shall be deemed incorporated in this collective bargaining agreement until the expiration of this Agreement.

MISCELLANEOUS

1. At the time of any employee's appointment to the Department, the Town shall furnish each employee with a service pistol, flashlight, handcuffs, nightstick, badges, Sam Brown belt, holster, portable radio and charger, bullet proof vest, and all uniforms and parts thereof required by the Town.

2. The Town agrees to maintain all equipment and vehicles in safe operating condition and every officer shall be responsible for inspecting and reporting any defects in their equipment and vehicles. No first line patrol vehicles shall stay in service after it has reached 100,000 miles except as it may be used for special details or other non-first line patrol duties.

The Town of Hopkinton and Local 498, IBPO both acknowledge the importance of motor vehicles which Union members are required to operate being in safe working order for their intended purpose. To this end, the Town agrees that its maintenance of such vehicles shall include replacement parts of the same standards and specifications as the original equipment.

In order that the parties may cooperatively study and understand those issues concerning vehicle maintenance, safety and repair, they agree to meet quarterly to review such issues with respect to all Town police vehicles.

The parties shall also attempt to identify a facility with experience in repairs and maintenance of police vehicles to conduct the bi-annual inspections required by Section 3 below.

3. All vehicles utilized by the Police Department shall be inspected twice a year at a service garage licensed by the State of Rhode Island.

4. Request for time off for use of accumulated compensatory time shall be in writing by the officer making such request and submitted to the Chief of Police or his or her designee prior to the date requested. The Chief of Police or his or her designee shall determine whether or not to authorize said compensatory time off.

5. Paychecks. All paychecks issued to members of Local 498, IBPO will be given to

the employees of the department in sealed envelopes. Said envelopes will show only the name and address of the members.

All members of the bargaining unit shall have the right of access to request the ledger (s) of the Department showing his or her accrued sick-leave, vacation and compensatory time, and the further right to copy same.

6. Duties. The duties for the members of the Hopkinton Police Department shall be principally the prevention of crime and enforcement of the Federal and State Laws and Town Ordinances, and the Department Rules and Regulations. But, nothing herein shall be deemed to abrogate the power of the Town Council to vary organizational structure of the police Department.

Routine maintenance of police vehicles shall not be a function or duty of a police officer. It is understood, however, that at times emergency vehicular repairs will be necessary and nothing in this section shall prohibit a police officer from being required to make such emergency repairs if capable.

It is expressly understood by both parties hereto that the washing, cleaning, or any type of maintenance of police vehicles and the headquarters building, are not within the scope of police duties. It is further understood that police officers shall conduct themselves so as to keep vehicles, equipment and the headquarters building neat and clean.

7. The Town of Hopkinton agrees to provide, upon request by the President of the Union or his or her designee, access to the Police Department's records pertaining to bargaining unit members' compensatory time, overtime, and sick time. Such request shall be provided to the Town with a reasonable amount of notice.

8. The Town and the Union agree the parties will meet on an as needed basis throughout the term of this Agreement.

9. All schools and/or training classes, which are available for members to attend with or without compensation, shall be posted.

10. The officer in charge for each shift shall be responsible for determining the uniform of the day for all uniformed officers.

11. Alpha-numeric pages, which are to be carried at all times by members of this bargaining unit, shall be issued to each member of the bargaining unit with local access paid for by the Town.

12. Compensatory Time: Officers of the Hopkinton Police Department may accrue up to forty (40) hours of compensatory time annually. All compensatory time must be used by June 1 of each year with no carry-over of time allowed.

ARTICLE XVI

WAGES, UNIFORMS AND CLOTHING ALLOWANCE

Section 1. Salaries SEE ATTACHMENT A: SALARIES

Section 2. All officers will receive a \$1,500.00 payment for uniform cleaning and cell phone expenses purchased by the officer. A payment of \$750 will be received by the officer in the month of July and the month of December. If a receipt is provided to the Finance Director by an officer prior to the month of July and December, the \$750 payment will be tax free.

Any officer whose employment with the Department ends during the fiscal year, shall be required to reimburse the Town in proportion to the part of the year not worked. The Town shall purchase all required uniforms and equipment. Further, the Town will replace or repair clothing and other personal property of employees destroyed or damaged in the course of their duties or as a result of normal wear and tear. Within seven (7) days after request has been made of the Chief of Police for the repair or replacement of such items, the request shall be investigated and whether granted or denied and shall not be unreasonably withheld.

Section 3. Return of Town Property. Employees leaving the employ of the Town shall return all department-issued or department purchased equipment and uniform items.

ARTICLE XVII

DURATION OF AGREEMENT

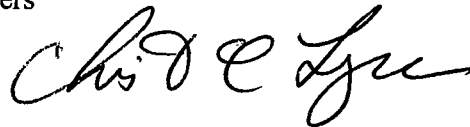
This contract shall be for -a term of three (3) years, commencing July 1, 2009 and ending June 30, 2012, and all benefits provided for hereunder shall be effective as of July 1, 2009 through June 30, 2012 and thereafter, unless otherwise stated herein, and shall remain in effect from year to year unless either party hereto, at least 120 days prior to the last day in which money can be appropriated by said Town, gives written notice to the party of its intention to terminate or amend this Agreement.

Town of Hopkinton



Date: 7/20/09

Local 498, International Brotherhood of Police
Officers



Date: 7/6/09

ATTACHMENT A: SALARIES

Annual salary increase will be as followed pending either State Aid for Genereral Revenue for Hopkinton's tribution in the amount of \$191,394, or approval of two officers funded by the COPS grant for existing positions.

July 1, 2009 to June 30, 2010	Rate (\$ Per Hour)	
	W/ Provisions	W/Out Provisions
Patrol Officer Start	\$19.14	\$19.14
At conclusion of year 1	\$21.14	\$21.14
At conclusion of year2	\$23.74	\$23.74
At conclusion of year3	\$25.21	\$25.21
At conclusion of year4	\$26.39	\$26.39
At conclusion of year5	\$27.71	\$27.71
At conclusion of year9	\$29.83	\$29.83
At conclusion of year10	\$30.54	\$30.54
At conclusion of year15	\$31.25	\$31.25
At conclusion of year20	\$31.96	\$31.96
Sergeant		
At conclusion of year5	\$31.58	\$31.58
At conclusion of year10	\$32.33	\$32.33
At conclusion of year15	\$33.09	\$33.09
At conclusion of year20	\$33.84	\$33.84
Lieutenant		
At conclusion of year10	\$34.07	\$34.07
At conclusion of year15	\$34.85	\$34.85
At conclusion of year20	\$35.66	\$35.66

July 1, 2010 to June 30, 2011	Rate (\$ Per Hour)	
	W/ Provisions	W/Out Provisions
Patrol Officer Start	\$19.53	\$19.33
At conclusion of year 1	\$21.57	\$21.35
At conclusion of year2	\$24.22	\$23.98
At conclusion of year3	\$25.72	\$25.47
At conclusion of year4	\$26.92	\$26.66
At conclusion of year5	\$28.27	\$27.99
At conclusion of year9	\$30.43	\$30.13
At conclusion of year10	\$31.15	\$30.85
At conclusion of year15	\$31.88	\$31.57
At conclusion of year20	\$32.60	\$32.28
Sergeant		
At conclusion of year5	\$32.21	\$31.90
At conclusion of year10	\$32.98	\$32.66
At conclusion of year15	\$33.75	\$33.42
At conclusion of year20	\$34.52	\$34.18
Lieutenant		
At conclusion of year10	\$34.75	\$34.41
At conclusion of year15	\$35.55	\$35.20
At conclusion of year20	\$36.38	\$36.02

July 1, 2011 to June 30, 2012 Rate (\$ Per Hour)

W/ Provisions W/Out Provisions

Patrol Officer Start	\$20.12	\$19.72
At conclusion of year 1	\$22.22	\$21.78
At conclusion of year2	\$24.95	\$24.46
At conclusion of year3	\$26.49	\$25.98
At conclusion of year4	\$27.73	\$27.20
At conclusion of year5	\$29.12	\$28.55
At conclusion of year9	\$31.35	\$30.73
At conclusion of year10	\$32.09	\$31.47
At conclusion of year15	\$32.84	\$32.20
At conclusion of year20	\$33.58	\$32.93
Sergeant		
At conclusion of year5	\$33.18	\$32.54
At conclusion of year10	\$33.97	\$33.32
At conclusion of year15	\$34.77	\$34.09
At conclusion of year20	\$35.56	\$34.87
Lieutenant		
At conclusion of year10	\$35.80	\$35.10
At conclusion of year15	\$36.62	\$35.91
At conclusion of year20	\$37.47	\$36.74

Chief's Salary

July 1, 2009 to June 30, 2010 Rate (\$ Per Hour)

W/ Provisions W/Out Provisions

Start	\$37.32	\$37.32
At conclusion of year5	\$39.19	\$39.19
At conclusion of year10	\$40.35	\$40.35
At conclusion of year15	\$41.05	\$41.05
At conclusion of year20	\$41.99	\$41.99

July 1, 2010 to June 30, 2011 Rate (\$ Per Hour)

W/ Provisions W/Out Provisions

Start	\$38.07	\$37.70
At conclusion of year5	\$39.98	\$39.58
At conclusion of year10	\$41.16	\$40.76
At conclusion of year15	\$41.87	\$41.46
At conclusion of year20	\$42.83	\$42.41

July 1, 2010 to June 30, 2011 Rate (\$ Per Hour)

W/ Provisions W/Out Provisions

Start	\$38.83	\$38.08
At conclusion of year5	\$40.78	\$39.98
At conclusion of year10	\$41.99	\$41.17
At conclusion of year15	\$42.71	\$41.88
At conclusion of year20	\$43.69	\$42.84

ADDENDUM TO AGREEMENT

Positions created and individual officers hired under the COPSGRANT Program who may elect to become members of the IBPO shall be subject at all times during the term of this Agreement to the conditions and provisions of their employment, specifically that the duration of their employment or membership in the Hopkinton Police Department may be terminated at a Financial Town Meeting if the funds to finance the positions are specifically set out and are not approved at said Financial Town Meeting.

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DEC 11 - 2009

MEMORANDUM OF AGREEMENT

The International Brotherhood of Police Officers, Local 498 (hereafter "the Union") and the Town of Hopkinton (hereafter "the Town") agree to the following:

1. From the date of this Memorandum forward, unused sick time accrued as of the time of retirement as specified in Article VII, Section 9A of the Collective Bargaining Agreement between the Union and Town, shall be paid (with all usual and required deductions) in either of the following ways at the sole discretion of the retiring officer:
 - a. in a single, lump sum payment on the date of retirement, or
 - b. over any specified number of pay periods requested by the retiring officer.
2. The retiring officer shall provide thirty days notice to the Town of his or her election as to the method of payment for his or her unused and accrued sick time under paragraph 1, above, before payment shall be required to be made by the Town.
3. Upon execution of this Memorandum the Union shall withdraw and dismiss grievance #09-03 dated May 22, 2009, AAA # 11 390 01109 09.

For the Union:

Pres. Charles L. Lys
12/9/09

Dated:

For the Town:

William R. McLean 12/9/09
Town Manager